


WIESBADEN



Wiesbaden Congress &
Marketing GmbH

GENERAL TERMS AND CONDITIONS FOR EVENTS (GTC for events)

of Wiesbaden Congress & Marketing GmbH

Status: September 2024

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Please note: For reasons of better readability, the generic masculine form is used in the following. The personal designations used are gender-neutral and apply to all genders.

§1 Scope

- 1.1. These general terms and conditions for events (GTC for events) of Wiesbaden Congress & Marketing GmbH (hereinafter referred to as the "OPERATOR") shall apply for the letting of event areas, rooms and halls on the premises of the RheinMain CongressCenter Wiesbaden, for events in the Kurhaus Wiesbaden and in Jagdschloss Platte (hereinafter referred to as "venue"). They shall also apply for the performance of event-related services and works at events as well as for the provision of mobile equipment and technology. The Technical Guidelines and Safety Regulations which can be found on the website at www.wiesbaden.de/avb at the time of setting up the event shall apply in particular for mobile equipment and technology.
- 1.2. These GTC for events shall apply to natural persons (hereinafter referred to as private individuals), to persons acting in a commercial capacity, legal entities under private and public law as well as to special funds regulated by public law (hereinafter referred to as companies). These GTC for events shall also apply to companies for all future contractual relationships, including multi-year recurring contracts.
- 1.3. Any additional or contradicting terms and conditions of the customer (hereinafter referred to as "organiser") shall not apply unless expressly approved in writing by the operator. Any agreements in the contract that deviate from these GTC for events shall have precedence over the respective provision regulation in these GTC for events.

§2 Contractual Partners, Organiser, Authorised Representative

- 2.1. The contractual parties shall be the operator and the organiser named in the contract. If the organiser is running the event for a third party (i.e. as an agent), they shall communicate the same to the operator and name the third party in writing to the operator at the time of concluding the contract at the latest. The organiser shall remain the responsible contractual partner to the operator for all obligations incumbent on the "organiser" in accordance with the wording of these GTC for events. Any change of the organiser or making the venue available in whole or in part to a third party, either with or without payment, shall require the express written consent of the operator.
- 2.2. The organiser shall provide the operator with the name of an authorised representative in writing before the event
- 2.3. Failure to comply with the obligations incumbent on the organiser in accordance with these GTC for events can result in restrictions to or the cancellation of the event.
- 2.4. The operator shall be informed of any change to company details (company name, address etc.) without delay. A flat charge of EUR 20 excl. VAT shall be levied on changes to invoices reported subsequently.

§ 3 Reservations, Conclusion of the Contract, Amendments to the Contract

- 3.1. Verbal, electronic or written reservations for a specific event date shall only constitute an option to conclude a contract at a later time. They shall only be granted for a limited time and are non-binding with regard to any subsequent conclusion of a contract. They shall end at the latest when the period specified in the reservation or the (return) deadline mentioned in the contract expires. There shall be no right to extend any expiring options. Reservations and event options shall not be transferrable to third parties. Recurring events or the repeated provision of rooms and areas at specific dates shall not constitute any rights for the future insofar as there is no individual provision regarding the same in the contract.
- 3.2. Event contracts require a written agreement signed by both contractual parties in order to be valid. If the operator sends unsigned copies of the draft contract to the organiser, the contract shall only be concluded when the organiser signs the copies of the contract sent to them, returns these to the operator by the return deadline stipulated in the contract and receives a counter-signed copy of the contract. The requirement of the written form shall be deemed fulfilled if the copies of the contract are signed electronically (for example, scanned signature) or in accordance with the electronic form pursuant to § 126a BGB (German Civil Code).
- 3.3. The requirement of the written form for subsequent amendments or changes to the contract shall be deemed fulfilled if the respective declaration is sent electronically or by fax and is confirmed by the other party. Verbal agreements shall be confirmed in the same way without delay. Any short-notice request and assembly of furnishings and event-related equipment can be confirmed in an inspection report.

§ 4 Subject of the Contract

- 4.1. The subject of the contract is the letting of areas and rooms in the venue for the purposes stated by the organiser as well as the provision of services supporting the event. The venues, event areas and rooms shall be let on the basis of officially approved escape routes and seating plans with a specified visitor capacity. The precise object of use, the maximum visitor capacity and purpose shall be stated in writing in the contract or as an annex to the same. If no information on visitor capacity is provided, the organiser can view the existing approved escape routes and seating plans upon presentation of their event planning at any time. Regulatory and public authority directives to reduce visitor capacity shall be complied with. The organiser shall ensure that the number of visitors admitted to the venue for their event never exceeds that admissible number.

- 4.2. The organiser shall be granted a limited right to use common areas, corridors, toilets, cloakrooms and entrance areas for the duration of the event. The organiser shall accept the joint use of these areas with third parties in particular. If several events take place simultaneously in the same venue, each organiser shall behave such that no event is disturbed by any other respective event insofar as possible. The organiser shall have no contractual right to demand that another organiser's event be restricted.
- 4.3. There is a public car park underneath the RheinMain CongressCenter and the Kurhaus Wiesbaden respectively. Should the nature of the event require clearing the car park, the organiser shall bear the cost of implementing this procedure.
- 4.4. The functional rooms and areas in the venues such as workshop areas, technical rooms, storage rooms and offices shall not be part of the contract and not let to the organiser provided that no contrary provision is agreed in the contract or in an annex thereto. This shall also apply for all wall and building areas as well as for windows, ceilings and wall areas outside the venues, in particular in the common areas and the entrance areas.
- 4.5. Any change to the name of the event, the time and duration of the event, the type of event agreed in the contract, the type of the event, agreed content of the event, purpose or change of contractual partner shall require the prior written consent of the operator. Consent can be refused without providing reasons. Consent shall only be possible if the interests of the operator are not compromised, in particular in respect of existing or planned events. The use of and letting of the venues for holding party-political promotional and propaganda events or pseudo-religious events, which, due to their content or participants, are under observation by the agency for the protection of the constitution or the state protection office, shall be ruled out on principle.

§ 5 Handover, Careful Handling, Return

- 5.1. Prior to the event, usually upon starting set-up, either contractual party can request a joint tour and inspection of the event areas for let including the emergency exits and escape routes. Any defects or damage to the subject of the contract detected by the organiser shall be reported to the operator in writing immediately. Both parties can request the completion of an inspection report in which the condition and any deficits or damage shall be documented. Should the completion of an inspection report be waived, it shall be assumed that there are no visible defects beyond the normal minor traces of usage at the time of the tour. Should the organiser detect any damage at a later time or should they or their visitors cause any damage, the organiser shall be obligated to inform the operator immediately. It is recommended that the organiser take photos of existing visible damage and inform the operator electronically or send them to the operator in electronic form before the event wherever possible.



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- 5.2. The organiser shall take special care that the venue including the fittings therein are treated with due care and consideration and are kept clean. The operator shall be informed of any damage immediately. In the event that there is a risk of further damage, the organiser shall initiate the measures necessary to mitigate the consequences of the damage without delay.
- 5.3. Any objects, installations and decorations brought for the event shall be completely removed without a trace by the end of the agreed de-rig period and the venue shall be returned to its original state. Any objects left behind can be removed for a charge that shall be invoiced to the organiser. If the subject of the contract is not returned in an orderly condition on time, the organiser shall pay damages in accordance with the rental fee in any case. In the event of excessive dirt that exceeds the normal event-related quantity, the operator shall be entitled to charge the organiser a cleaning fee. The right to make further claims due to damage or the delayed return of the subject of the contract shall remain reserved. Any tacit extension of the contractual relationship in the event of late return shall be excluded. The provision set forth in § 545 BGB (German Civil Code) shall not apply.

§ 6 Fees, Payment

- 6.1. The agreed fee including advance payments shall be defined in the contract and/or the "Services and Cost Overview" enclosed as an annex to the contract. Insofar as nothing to the contrary is explicitly agreed, all agreed fees shall be subject to the statutory VAT applicable at the time the services are provided.
- 6.2. The costs for and the amount of security services (security staff, paramedics, fire protection guard) shall depend on the type of event, the number of visitors and the event-specific requirements and risks in each individual case. The amount of necessary security measures, if applicable, shall be determined as part of the assessment of the event by the operator in coordination with the relevant entities responsible for safety and fire protection.
- 6.3. If there are more than four months between the conclusion of the contract and the event, the agreed fees and the prices for personnel, services and works provided (in particular guards/security staff, cleaning, seating, cloakroom, gastronomy) can be adjusted by up to 15% in accordance with current market price developments. This shall apply in the same way for increases and decreases. An increase in this context shall only be permissible if the same is not attributable to circumstances unilaterally caused by the operator. Should a price increase result in an unreasonable increase in the total fee payable, the contractual parties shall enter renegotiations on the amount of the price increase.
- 6.4. From 14 days before the event begins, the operator shall be entitled to charge a surcharge of up to 65% for the additional effort required for the short-notice provision of unordered services or for the short-notice change to already ordered services – insofar as these can still be implemented.

- 6.5. Insofar as nothing to the contrary is agreed in the contract, all payments shall be made as advance payments by the organiser to the account of the operator within six weeks of invoicing. In the event of default, the operator shall be entitled to charge companies and persons acting in a commercial capacity default interest in the amount of nine percentage points above the ECB's base interest pursuant to §288 (5) BGB (German Civil Code) as well as a flat-rate default fee of EUR 40. The operator shall have the right to charge private individuals with a default interest of five percentage points above the ECB's base rate in the event of late payment. Invoices from the operator can be sent electronically as PDF files pursuant to Article 233 (1) (2) MwStSystRL (EU Council Directive on the Common System of Value Added Tax).
- 6.6. As security for the operator's claims from this contract, the operator shall have the right to demand an adequate security deposit of up to EUR 50,000.

§ 7 Advance Ticket Sales, Numbers of Visitors

- 7.1. Advance ticket sales and ticket sales for public events shall be the responsibility of the organiser. The organiser shall have the option of availing of the operator's ticketing services and advance sales network and shall reimburse the cost.
- 7.2. Compliance with defined plans (seating plans) for the event, which are subject to approval, as well as with the maximum admissible number of visitors are essential contractual obligations of the organiser. For public events with advance ticket sales, the organiser shall be obligated to agree on the seating plan with the operator prior to starting advance ticket sales. In accordance with approved capacities, tickets shall have to be registered separately in the respective ticketing system. The same shall apply to selling hard tickets. The organiser shall not have the right to start advance tickets sales for their event before the above-mentioned aspects have been agreed with the operator. The organiser shall be obligated to provide proof of the amount of tickets (print lists, logs etc.) and the number of submitted tickets to the operator on request at any time before the event. For security reasons and at the operator's request, the organiser shall be obligated to take other measures for capacity and admission controls, if the event is ticket-free.
- 7.3. The operator shall be entitled to reserve up to ten seats for each event, in particular for paramedics, security staff and guards, and to make these available to the external services free of charge.

§ 8 Marketing and Advertising, Sponsors

- 8.1. Marketing for the event shall be the responsibility of the organiser. Advertising on the premises, on the building or on the walls, windows, columns etc. shall require the advance written consent of the operator.



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- 8.2. The organiser shall be named on any printed matter, posters, tickets and invitations in order to indicate that a legal relationship exists between the organiser and visitor only rather than between the visitor and the operator.
- 8.3. When advertising the event and designing the planned advertising materials, the organiser shall comply with the corporate identity, in particular the logo of the operator. The organiser shall be obligated to display the operator's logo visibly on the front when designing the tickets taking the provisions under 8.2 into consideration. The operator shall provide the relevant templates for corporate design and logo to the operator exclusively for the purposes in accordance with 1 and 2.
- 8.4. The organiser shall only be permitted to install or attach ads on the basis of a special agreement with the operator (cf. 8.1). The operator shall bear full responsibility for road safety with regard to any advertising measures made by them on the premises of the venue. This includes the special safety obligations in stormy weather conditions in particular.
- 8.5. The organiser shall indemnify the operator irrevocably from all claims caused by the event or advertising thereof breaching the rights of third parties (in particular copyrights, image and naming rights, trademark rights, competition rights, personal rights) or other legal regulations. The indemnity obligation shall cover all potential warning, court and legal fees.
- 8.6. Photos of the venue and equipment for commercial use as well as the logos and names shall only be used with the express advance consent of the operator in writing.
- 8.7. Images and audio recordings for transmission, distribution or recording purposes on all media and data carriers such as radio, television, internet, virtual and physical storage media shall require the advance written consent of the operator regardless of whether they are free of charge or for payment.
- 8.8. The operator shall have the right to refer to the event in their event programme on all analogous and digital advertising media insofar as the organiser does not object in writing.
- 8.9. The operator shall have the right to make and distribute video and audio recordings of the event free of charge for the purpose of marketing the venue insofar as the organiser does not object in writing. This shall be agreed with the organiser in advance.
- 8.10. Advertising for third parties or other events in the venue on the part of the organiser shall require the consent of the operator. The organiser shall not be entitled to have the operator's own or external existing advertising material in the venue removed, changed or restricted during the event.

§ 9 Gastronomy, Merchandising, Cloakroom

- 9.1. The operator and gastronomy companies contractually affiliated to them have the sole right to provide catering for public events at the venue. With the exception of catering for artists and crew, the organiser shall not be entitled to bring food and drinks either themselves or by third parties (caterers) into the venue unless the operator has given their express approval. Approval can be conditional on payment of an adequate fee (transfer catering fee) and on presenting proof of a valid restaurant permit. Any cost incurred by the operator in this respect shall be borne by the organiser.
- 9.2. In order to guarantee the smooth running of an event and the timely planning of gastronomy services, the organiser shall be obligated to commission one of the operator's gastronomy partners eight weeks before the event at the latest. The assertion of any claims for compensation and rights of withdrawal against the operator resulting from a later gastronomy query shall be ruled out.
- 9.3. During their event, the organiser shall only have the right to sell so called event-related products such as programmes and merchandising articles. Using or setting up sales stands shall be permissible exclusively in the areas the operator has designated for that purpose, and sales activities outside sales stands shall require the prior written consent of the operator which shall be conditional upon payment of a fee.
- 9.4. The visitors' cloakroom at public events shall be operated by the operator. The operator shall decide whether or to what extent the cloakroom shall be made available for the respective event. If cloakroom services are offered, the organiser shall advise visitors to make use of the cloakroom. Visitors shall pay the customary cloakroom fee in accordance with the charge displayed. Income from cloakroom fees shall be used to cover operating cost. Income from operating the cloakroom shall be exclusively due to the operator. No liability shall be assumed for valuables, cash or keys in pockets/bags or other cloakroom items deposited.
- 9.5. The organiser can request that the visitor cloakroom be staffed during private events if they bear the operating cost. Should the organiser not request that the cloakrooms be staffed, the operator shall assume no duty of care and safekeeping for cloakroom items placed in the cloakroom areas accessible to the public. In such cases, the organiser shall bear the sole liability risk for any cloakroom items misplaced by visitors to their event.

§ 10 Service Providers

- 10.1. All services such as technology, cleaning, decoration, facility management services, security etc. at all types of event in the venue and the associated outside area shall be provided exclusively by partners and service providers approved by the operator.

§ 11 Official Permits, Statutory Duty to Notify, GEMA

- 11.1. The organiser shall comply with all official and statutory notification and information obligations and requirements to obtain approval for the event at their own expense.
- 11.2. The organiser shall comply with the relevant provisions applicable at the time of the event, in particular those of the Landesbauordnung (Building Code), the Arbeitsschutzgesetz (Occupational Safety Act), the Gewerbeordnung (Trade, Commerce and Industry Regulation Act), the Jugendschutzgesetz (Protection of Young Persons Act), as well as any accident prevention provisions of professional associations, the provisions of the H-VStättR (Hessian Regulation on the Construction of and Operation of Places of Assembly) and the operator's technical guidelines and safety regulations valid on the day when set-up begins.
- 11.3. The organiser shall be responsible for submitting an application for exemption from the Gesetz über Sonn- und Feiertage (German Act on Sundays and Public Holidays) for events that take place on Sundays or public holidays. The same shall apply for any official stipulations based on the German Gewerbeordnung concerning trade fairs and exhibitions as well as associated exemptions. Organisers planning to hold their event on a Sunday or public holiday are recommended to submit a preliminary request to the competent authority before concluding the contract. The organiser shall bear the risk of approval in any case. This shall also apply when the operator offers to prepare the request on behalf of the organiser or forward documents to the competent authorities on their behalf.
- 11.4. The organiser shall pay any taxes arising from holding the event. Payment of a Künstlersozialabgabe (artists' social security insurance levy) for any artist commissioned by the organiser as well as the payment of the income tax and VAT for (foreign) artists with limited tax liability shall be the sole responsibility of the organiser.
- 11.5. The timely registration and payment of fees for performing or playing of ancillary copyright protected works with GEMA (German Society for Musical Performing and Mechanical Reproduction Rights) and/or GVL (German Organisation for the Management of Ancillary Rights) shall be the sole responsibility of the organiser. The operator can request written proof of registration of the event with GEMA or GVL, written proof of an invoice from GEMA or GVL or written proof of payment of the fees to GEMA or GVL from the organiser in good time before the event.
- 11.6. If the organiser is not prepared or unable to provide proof of payment of the fee, the operator can request the organiser to pay a security deposit in the amount of the anticipated GEMA or GVL fees in good time or fourteen days before the event at the latest.

§ 12 Wireless Networks/Wifi

- 12.1. The organiser shall not set up their own wireless networks or Wifi networks or operate Wifi access points without the consent of the operator. Such networks can be deactivated without notice if operated without approval. The operator shall reserve the right to claims for compensation due to interruptions.
- 12.2. Organisers who use or make the internet connection (LAN or Wifi) in the venue available to their visitors/guests shall be responsible for ensuring that there is no abuse, in particular through the violation of copyright laws, the distribution or downloading of protected or banned content or using websites with content subject to prosecution under criminal law. If the operator is prosecuted for violations perpetrated by the organiser, their event visitors, guests or other users on the part of organiser, the organiser shall hold the operator harmless regarding any financial claims including any potential legal fees.

§ 13 Organiser's Liability, Insurance

- 13.1. The organiser shall be obligated to take out insurance for the venue with regard to all equipment, installations, suspended objects and decorations they bring with them as well as for the safe running of their event. Compliance with the planning subject to approval (seating plans) and the maximum admissible number of visitors shall be essential contractual obligations of the organiser. Furthermore, it shall be incumbent on the organiser to inspect all of the temporary constructions, equipment brought by their service providers or exhibitors upon completion and to ensure that these comply with the applicable provisions and recognised technical regulations as well as with the technical guidelines and safety regulations of the operator.
- 13.2. The organiser shall return the venue to the operator in the same condition in which they accepted the venue from the operator. The organiser shall be liable for all damages caused by themselves, their helpers and agents or participants in connection with their event. § 831 (1) (2) BGB (German Civil Code) shall not apply.
- 13.3. Event-related damage shall be the risk of the organiser provided this is attributable to the nature of the event, the participants or in the content or the course of the event. The organiser shall also be liable insofar for damage that occurs due to riots or as a consequence of demonstrations against the event or similar occurrences caused by the event.
- 13.4. In addition to personal damage and damage to the venue and equipment therein, the scope of liability of the organiser shall also include damage that occurs when third party events cannot take place or cannot take place as planned.

- 13.5. The organiser shall indemnify the operator from any third party claims made in connection with the event insofar as these are caused by the organiser, their helpers and agents, their guests or the visitors to the event. Any potential contributory culpability on the part of the operator and their helpers and agents shall be considered on a pro rata basis. The responsibility of the operator for the safe condition and running of the venue pursuant to § 836 BGB (German Civil Code) shall remain unaffected.
- 13.6. The organiser shall be obligated to take out German organiser's liability insurance for the duration of the event including set-up and de-rigging of the event. Proof of the organiser's liability insurance shall be provided to the operator no later than fourteen days before the event begins. The required minimum cover shall be:
- for personal damage EUR 5,000,000 (in words: five million euros)
 - for damage to property including damage to rented objects and consequential damage to rented objects EUR 1,000,000 (in words: one million euros).
- The purchase of insurance shall not result in a limitation of liability on the part of the organiser to the operator or third parties.
- 13.7. If the relevant proof and/or the insurance cover set forth under 13.6 above is not provided up to fourteen days before the event begins, the operator shall have the right to take out relevant insurance at the expense of the organiser or to rescind the contract.

§ 14 Operator's Liability

- 14.1. Liability regardless of culpability on the part of the operator for claims for damage for hidden defects in the venue and equipment (§ 536a (1), 1. Alternative BGB) at the time of concluding the contract shall be ruled out. The claim to a reduction in fees due to defects shall be unaffected by this if, when the defect and the possibility of repairing the same become apparent, this defect or the intention to reduce the fees was communicated to the operator during the rental period of the venue.
- 14.2. The operator shall assume no liability for the loss of or damage to objects, equipment, installations or other items of value brought by the organiser, insofar as a fee-based or special safekeeping agreement was not made. Upon request by the organiser, a security company certified pursuant to § 34a GewO (Trade, Commerce and Industry Regulation Act) can be commissioned to guard third party property at the expense of the organiser.
- 14.3. The operator shall be liable to pay compensation for damage to property and pecuniary loss that the organiser suffers due to gross negligence or intentional violation of the operator's obligations or if the operator has expressly agreed to grant a guarantee for the services to be provided. Any further liability of the operator for compensation of damages, with the exception of liability for personal damage as well as in the case of a violation of essential contractual obligations (cardinal duties),

shall be excluded. Cardinal duties or essential contractual obligations are those obligations, the fulfilment of which enable the proper execution of the contract, and compliance with which the contractual partner regularly relies or can rely on – that is, the essential contractual main obligations of a contract.

- 14.4. If personal damage or the violation of cardinal duties are caused by the operator, the operator shall also be liable for the breach of duty due to ordinary negligence in accordance with the relevant provisions by way of derogation to 14.3 above. In the event of a violation of cardinal duties, the obligation to compensate damages on the part of the operator for cases of simple negligence shall, however, be limited to the foreseeable, contract-typical, direct average damages as per the type of agreement.
- 14.5. The limitation of liability in accordance with 14.3 and 14.4 above shall also apply to the advantage of the legal representatives and helpers of the operator.

§ 15 Cancellation, Rescission, Extraordinary Termination

15.1. If the organiser fails to run the event at the agreed time for reasons that are not caused by the operator, the organiser shall be obligated to pay cancellation compensation based on the agreed rental fee. The same shall apply if the organiser rescinds the contract or terminates the same extraordinarily without having an individually agreed or legally binding right to termination or rescission. The amount of the cancellation compensation in such cases as shall be:

- 20% up to 18 months before the event begins
- 40% up to 12 months before the event begins
- 60% up to 9 months before the event begins
- 80% thereafter

of the agreed fees. The cancellation, termination or rescission shall be in writing and shall be received by the operator within the given deadlines. If the operator suffered higher damage, they shall thus be entitled to present the relevant amount of the damage instead of the flat-rate compensation figure, and to demand reimbursement from the organiser. The organiser shall have the right to prove that there was no damage or substantially less damage, or that the expense incurred is less than the cancellation compensation claimed.

- 15.2. Costs incurred for already ordered services from third parties as a consequence of cancelling the event (security, paramedics, fire brigade, cloakroom staff, technology etc.) shall be reimbursed by the organiser upon presentation of proof insofar as they are not included and mentioned in the fees in accordance with 15.1 above.
- 15.3. If the operator is able to let the venue to a third party in return for payment for the cancelled date, the compensation shall still apply in accordance with 15.1 and 15.2 above insofar as the rental to

the third party was also possible on a different event date and/or does not earn the same contribution margin.

- 15.4. The operator shall be entitled to extraordinary termination or rescission of the contract in the event of a breach of essential contractual obligations in particular if:
- a) the payments to be made by the organiser (rent, advance payments, security deposits etc.) are not paid in time
 - b) proof of the conclusion and existence of the agreed organiser's liability insurance is not provided
 - c) the official approval or licences for the event have not been submitted
 - d) the purpose of the event designated in the contract is fundamentally changed
 - e) the organiser concealed the purpose of the event at the time of concluding the contract, in particular, that the event is to be held by a radical, political, religious or pseudo-religious association or there is evidence of relevant content
 - f) statutory provisions or safety and fire protection regulations are violated by the organiser
 - g) the organiser fails to comply with their legal and official – only if these are in connection with the event – or their contractually accepted duty to notify, report and pay the operator or the authorities or GEMA, GVL
 - h) insolvency proceedings on the assets of the organiser are opened or the opening of the insolvency proceedings is turned down due to lack of assets and the organiser or official receiver in the organiser's place fails to comply with their obligations from the contract or fails to do so in time
- 15.5. If the operator avails of their right to rescission for one of the reasons under 15.4 above, they shall retain the right to payment of the agreed fees but shall offset any expenses that were not incurred.
- 15.6. The operator shall be obligated to grant the organiser a period of grace with notice of refusal prior to the rescission or extraordinary termination of the contract insofar as the organiser is able to immediately rectify the reason for the rescission or extraordinary termination considering the overall circumstances.
- 15.7. If the organiser is an agency, the operator and the agency shall have the special right of cancellation in the event that the customer of the agency withdraws or cancels the order. This special right of cancellation can only be exercised if the customer of the agency fully assumes all of the rights and obligations from the existing contract with the operator and provides adequate security when requested by the operator.

§ 16 Termination of Events

16.1. In the event of a violation of essential contractual obligations, safety-relevant regulations and specific hazardous situations, the operator can demand the restriction of the event up to evacuation and surrender of the subject of the contract by the organiser. If the organiser does not comply with such a demand, the operator shall be entitled to evacuate at the organiser's cost and risk. In such a case, the organiser shall remain obligated to pay the agreed full fee.

§ 17 Force Majeure

- 17.1. Force majeure is any external occurrence significantly affecting the contractual relationship which, based on human insight and experience, is unforeseeable and cannot be prevented or neutralised by economically acceptable means, even with the utmost care that can be reasonably expected under the circumstances.
- 17.2. If an event cannot be held on the agreed date as a consequence of force majeure, both parties shall have the right to rescind the contract if agreement on an alternative date for the event is not reached.
- 17.3. In the event of rescission or postponement, the organiser shall be obligated to pay any expense incurred on the side of the operator. Expenses include the cost for already commissioned external services as well as the operator's costs for preparing execution of the event. Regardless of the actual amount, these can be covered by charging a flat-rate of up to 25% of the agreed fees insofar as the organiser does not object. If costs are charged based on actual expenses, a maximum amount shall not apply. Furthermore, both contractual parties shall be released from their payment and performance obligations.
- 17.4. The organiser shall bear the risk with regard to the number of visitors attending the event as well as cancellations by speakers, presenters, artists and other participants. The latter shall apply also for external occurrences affecting the event such as demonstrations and threatening situations which are usually impacted by the nature of the event, the content thereof and perception in the media. The organiser is recommended to take out contingency insurance for their event assuming they wish to secure the associated financial risks accordingly.
- 17.5. The interruption or considerable restriction of the energy supply for the venue in particular due to interventions in the power supply grid and by higher public order that are outside the sphere of influence of the operator shall be deemed equivalent to cases of force majeure. The assertion of claims for any compensation and the reimbursement of expenses incurred shall be ruled out for both contractual parties in such cases.

§ 18 Rights of Offset and Lien

18.1. The organiser only shall have the right to offset amounts and to lien against the operator if their counterclaims are legally established, undisputed or recognised by the operator.

§ 19 Transfer

19.1. The organiser shall transfer all of the takings from (advance) ticket sales for the event to the operator at the time of concluding the contract up to the amount of the legally effective operator's claims from this event contract in advance.

§ 20 Data Processing, Data Protection

20.1. The operator shall let the object designated in the contract to the organiser for the purpose of hosting events and shall have event-related services provided by the operator's own staff as well as commissioned service providers. To fulfill the contractually agreed business purposes, the operator shall process any personal data transmitted by the organiser in accordance with the provisions of the EU General Data Protection Regulation (GDPR) and the Bundesdatenschutzgesetz (German Federal Data Protection Act). The organiser, for their part, shall be obligated to inform all affected persons, whose data are transmitted to the operator within the scope of planning and executing the event, about the specific purposes set forth in 18.2 to 18.5 above.

20.2. The operator shall transmit to providers of event-related services the organiser's and their authorised contact partners' personal data insofar as this is required to perform the contract or is a legitimate interest of the organiser pursuant to Article 6 (1) (f) GDPR. In addition, the operator uses the organiser's data for the mutual information and communication before, during and after an event as well as for their own event-related programmes.

20.3. Personal data of the organiser, the event manager, their authorised contact partners can also be transmitted to the competent offices/authorities, in particular to the police, fire brigade, public order office as well as the paramedics and ambulance service for the purpose of coordinating the respective safety concept for the event.

20.4. The operator processes and stores all personal data that they receive from the organiser for as long as required to fulfil contractual and statutory obligations. The operator generally erases these data after five years in accordance with tax and commercial law provisions insofar as the business relationship is not continued.



- 20.5. Should an affected person object to the storage or management of their data or if their data have become incorrect, the operator shall organise the deletion or blocking of the data or take the necessary measures if requested to do so. For this purpose, the affected person can send an email to info@wicm.de at any time. Upon request, the affected person can receive information on all personal data that the operator has stored about them free of charge.

§ 21 Jurisdiction, Severability Clause

- 21.1. Place of fulfilment for all claims arising from this contract shall be Wiesbaden. The laws of the Federal Republic of Germany shall apply.
- 21.2. If the organiser is an entrepreneur or there is no general jurisdiction for the organiser in the Federal Republic of Germany, Wiesbaden shall be agreed as jurisdiction for any disputes arising from or in connection with this contract.
- 21.3. Should individual clauses of these GTC for events be or become ineffective, the effectiveness of the remaining provisions shall remain unaffected. In place of the ineffective provision, the statutory provision of the Bürgerliches Gesetzbuch (German Civil Code) shall apply.